WE ARE THE USCCA

We are fiercely committed to your freedom and independence, and we work tirelessly to protect both.

If you own a gun for self-defense, you need another layer of protection. Your USCCA membership will give you the BEST self-defense education, training and legal protection. You’ll secure access to the finest community of like-minded Americans, award-winning service and a bulletproof guarantee!

Talk to a fellow USCCA member. They will tell you there is no better way to protect yourself.

BEST PRODUCT
The Only ‘100% Complete’ Responsibly Armed Solution

BEST SERVICE
U.S.-Based Customer Service: Proud, Expert & Local

BEST PEOPLE
The All-American Story: Powered By The Best People...YOU!

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The Only 100% Money-Back, 365-Day, Bulletproof Guarantee

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BY SUBMITTING THE APPLICATION, PRIMARY MEMBER (AND SECONDARY MEMBER) ACKNOWLEDGE THAT THEY ARE JOINING THE UNITED STATES CONCEALED CARRY ASSOCIATION, INC., AN ASSOCIATION OF LIKE-MINDED INDIVIDUALS WHO ARE DEDICATED TO THE EDUCATION, TRAINING, AND SELF-DEFENSE PROTECTION OF RESPONSIBLE GUN OWNERS (THE “USCCA”).

THE USCCA IS A SOUTH CAROLINA NONSTOCK CORPORATION, AND THEREFORE AN APPLICANT’S “MEMBERSHIP” IN THE USCCA DOES NOT CONFER ANY OWNERSHIP INTEREST WHATSOEVER. BECOMING A MEMBER DOES NOT CONFER ANY RIGHTS TO OWNERSHIP, VOTING, INFORMATION, OR ANY OTHER INTEREST IN THE USCCA, INC. THE TERMS AND CONDITIONS OF MEMBERSHIP IN THE USCCA, AND THE OBLIGATIONS OF THE USCCA, INC., ARE GOVERNED BY THE TERMS AND CONDITIONS IN THIS MEMBER AGREEMENT AND ARE CONTRACTUAL IN NATURE.

PRIMARY MEMBER (AND SECONDARY MEMBER, IF APPLICABLE) ACCEPT ALL OF THE TERMS OF THIS MEMBERSHIP AGREEMENT, WHICH IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN PRIMARY MEMBER (AND SECONDARY MEMBER, IF APPLICABLE) AND USCCA, INC. BY CLICKING THE "I AGREE" OR "YES" BUTTON OR OTHERWISE INDICATING ASSENT ELECTRONICALLY, OR BY MAKING PAYMENT UNDER THIS AGREEMENT AND THE MEMBERSHIP APPLICATION, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS MEMBERSHIP AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, CLICK THE "CANCEL" OR "NO" OR "CLOSE WINDOW" BUTTON, CANCEL YOUR MEMBERSHIP, DO NOT COMPLETE THE MEMBERSHIP APPLICATION OR COMPLETE THE MEMBERSHIP PURCHASE, WHICHEVER IS APPLICABLE.

MEMBERSHIP AGREEMENT TERMS

The Membership Agreement Terms and the Membership Application constitute the agreement between you as the Primary Member (and your spouse if a Secondary Member is purchased), and the USCCA (collectively the "Membership Agreement").

Membership Application and Payment

An applicant who completes a Membership Application, meets all of the requirements for membership, and pays the membership dues as directed, shall be enrolled as a member of the USCCA (as contractually defined in this Agreement), and such applicant shall be considered the Primary Member. A Primary Member who elects to have their spouse added as a member of the USCCA must complete the “spouse” portion of the Membership Application. If such spouse meets the requirements for membership, and the additional dues are paid to add the spouse as a member, such spouse shall be enrolled as a member of the USCCA, and such spouse shall be considered the Secondary Member. For purposes of the Membership Agreement, “spouse” means the legal husband, wife, or domestic partner of the Primary Member, as those terms are defined and recognized in the state of Primary Member’s domicile.

Membership Eligibility

Individuals must be 18 years of age to join the USCCA.

Benefits

Primary Member shall receive all of the benefits for the level of membership selected (Silver, Gold, Platinum, or Elite) as of the date that the Membership Application is received and accepted by the USCCA. Such benefits are as stated on the USCCA’s Summary of Membership Benefits, a copy of which is attached on Exhibit A, and which is posted on the USCCA’s website. Primary Member and Secondary Member shall receive one (1) magazine, and one (1) of each of the other products offered with their membership (at the level of membership selected) on the date the Membership Application is received and accepted by the USCCA. Primary Member and Secondary Member each are entitled to separate benefits under the USCCA’s Self-Defense SHIELD Protection Plan (“Self Defense SHIELD”) at the level of protection set forth in the level of membership selected. The Self-Defense SHIELD sets forth the protection benefits a Primary Member (and Secondary Member, if applicable) will receive when enrolled in the USCCA. Primary Members (and Secondary Members, if applicable) are entitled to membership and protection benefits based upon the level of membership selected on the Membership Application and paid for. The Self-Defense SHIELD protection plan benefits are summarized in the Summary of Membership Benefits (attached as Exhibit A), and more particularly described and set forth in the Self-Defense SHIELD Protection Plan Terms and Conditions (attached as Exhibit B). The levels of protection for each Primary Member (and Secondary Member, if applicable) under the Self-Defense SHIELD are subject to the level of membership selected.

Term of Membership – Automatic Renewal

The term of a Primary Member membership (and Secondary Member membership if applicable) is one (1) year from the date the Membership Application is accepted by the USCCA, provided that all dues are paid as set forth in the Membership Application are made.

The Primary Member’s (and Secondary Member’s, if applicable) membership shall automatically renew at the expiration of the one (1) year term for successive one (1) year terms, provided that all dues are paid as set forth in the Membership Application.

By submitting the Membership Application, the Primary Member hereby authorizes USCCA (including any party acting on its behalf as a payment processor or member servicing organization) to debit Primary Member’s account (if using a debit card) or charge Primary Member’s
credit card (if using a credit card) for the Primary Member’s dues, as set forth on the Membership Application. Because the Primary Member membership (and Secondary Member membership, if applicable) will automatically renew, Primary Member hereby authorizes USCCA (or its payment processor / servicing organization) to debit Primary Member’s account (if using a debit card) or charge Primary Member’s credit card (if using a credit card) the amount due for his/her membership dues at the benefit level set forth in the Membership Application one (1) year from the date the Membership Application is submitted and accepted, and each successive year thereafter, in the amount then set by USCCA as the dues for the level of benefits set forth in the Membership Application.

Primary Member can cancel the Primary Member membership at any time by calling USCCA at (877) 677-1919. If a Primary Member cancels the membership, the Secondary Member’s membership shall also be canceled. Secondary Member can cancel the Secondary Member’s membership at any time by calling USCCA at (877) 677-1919. If a Secondary Member cancels the Secondary Member’s membership, the Primary Member membership shall not be canceled, unless directed by the Primary Member.

If the membership dues increase between renewals, USCCA shall send Primary Member a written notification thirty (30) days prior to such renewal. If a Primary Member does not wish to renew the Primary Member membership, Primary Member can cancel at any time as set forth above.

If USCCA attempts to debit Primary Member’s account (if using a debit card) or charge Primary Member’s credit card (if using a credit card), and the debit or charge is rejected, USCCA shall notify Primary Member, and if payment is not made immediately, USCCA shall treat such event as a cancellation, and shall cancel Primary Member’s (and Secondary Member’s, if applicable) membership.

It is the Primary Member’s sole responsibility to notify USCCA of any change in address, phone number, email, or payment method information. You may do so by calling (877) 677-1919.

If Primary Member (or Secondary Member, if applicable) renew their membership, the terms and conditions in the Membership Agreement shall also renew and shall govern Primary Member’s (and Secondary Member’s, if applicable) membership in the USCCA.

Basis For and Interpretation Of Self-Defense SHIELD Protection Plan Benefits
All Self-Defense SHIELD protection plan benefits are subject to the terms, conditions and exclusions of the actual Self-Defense SHIELD Protection Plan Terms and Conditions set forth on Exhibit B. Primary Member (and Secondary Member, if applicable) acknowledges that Self-Defense SHIELD is not an insurance product. The Plan Terms and Conditions may be changed at any time in the absolute discretion of USCCA, and USCCAs only obligation is to provide the Primary Member, only, with notice of any such changes.

Informational statements on USCCA’s website or made by USCCA representatives regarding the Self-Defense SHIELD, protection plan benefits and other content are for general description and informational purposes only, do not constitute professional advice of any kind, and are not warranted as to their accuracy. USCCA does not make any general or prospective representations that Self-Defense SHIELD benefits do or do not exist for any particular incident, or type of incident, under the Self-Defense SHIELD. Whether benefits exist or do not exist for any particular incident under the Self-Defense SHIELD depends on the facts and circumstances involved in the incident and all applicable Self-Defense SHIELD terms and conditions. Statements from representatives of USCCA and on the USCCA website, magazine, or any other publication do not amend, modify or supplement the Self-Defense SHIELD protection plan benefits. Consult the actual Self-Defense SHIELD protection plan benefits set forth on Exhibit B for details regarding terms, conditions, exclusions, and services. In no event shall USCCA be liable for any direct, indirect, special, incidental, consequential, or punitive damages arising out of the use of the information contained herein or on the USCCA website.

Cancellation
Primary Member can cancel membership at any time pursuant to the “bulletproof guaranty” as set forth above. If a Primary Member cancels their membership, the Secondary Member’s membership shall also be canceled. If a Primary Member cancels membership because the Primary Member is dissatisfied with the USCCA or the membership and the Primary Member requests a refund, the USCCA will refund the membership dues that have been paid for the current term of the membership. If a Primary Member cancels membership, all USCCA membership benefits will cease for both the Primary Member and the Secondary Member, if any.

Member Termination
The USCCA has the right to terminate the membership of any Primary Member or Secondary Member at any time if the USCCA determines in its sole and absolute discretion that such person’s membership involved any type of fraud, bad faith, criminal or malicious intent, or would be harmful to the continued operation and good reputation of the USCCA. Such termination may be retroactive in the case of fraud, bad faith, or criminal or malicious intent. Any decision to terminate a member under this provision will be made only by a two-thirds majority vote of the board of directors of the USCCA. In the event of such a termination, USCCA will refund the expelled Primary Member’s (or Secondary Member’s, if applicable) payments for the then-current membership year pursuant to the USCCA’s “bullet proof” guaranty.
Amendments or Changes to Membership Agreement
USCCA reserves the right to change the Membership Agreement terms and benefits, including the Self-Defense SHIELD Protection Plan Terms and Conditions, at any time without notice to Primary Member or Secondary Member. USCCA shall post the most recent version of the Membership Agreement terms on its website, and the Membership Agreement terms on USCCA's website shall constitute the current, binding, and enforceable Membership Agreement. Primary Member and Secondary Member agree to be bound by the terms of the then existing Membership Agreement posted on USCCA's website.

Disputes
Primary Member (and Secondary Member, if applicable) agree that any and all disputes between Primary Member (or Secondary Member, if applicable) and the USCCA shall be governed by the laws of the State of South Carolina, and jurisdiction and venue for any such disputes shall be in the State of South Carolina Circuit Court of Charleston County, South Carolina. Primary Member (and Secondary Member, if applicable) understand and agree that this covenant and agreement as to governing law, jurisdiction, and venue is an important part of Primary Member's membership (and Secondary Member's membership, if applicable) and agree to these provisions in consideration of the member benefits received as a member of USCCA.
EXHIBIT A
USCCA Summary Of Membership Benefits

When you join the USCCA, you’re instantly protected and can start training right away. Every membership comes complete with these universal benefits:

**Concealed Carry Magazine**
Complete print + digital subscription to USCCA’s award-winning publication, plus online access to back issues

**Weekly Online Training Videos**
Keep your mind agile and your skills sharp with lifesaving training sent to your in-box weekly

**Digital Library**
Prepare yourself with lifesaving videos, guides, eBooks, and security checklists

**24/7/365 Critical Response Team**
Never face the aftermath of self-defense alone with our highly-trained crisis support team

**Self-Defense SHIELD Protection**
The nation’s most-trusted legal and financial protection for gun owners

**Freedom To Choose Your Defense Attorney**
You can choose your own or select from the USCCA Attorney Network

**Member Deals & Discounts**
Enjoy huge discounts from trusted industry partners and early-bird access to newly released USCCA training & gear

**Up-Front Protection**
Avoid the burden of out-of-pocket expenses for criminal defense, bail bond funding and attorney retainer

**USCCA Certified Instructor Network**
Ramp up your training with a Certified Instructor from the USCCA’s growing nationwide network

**All Legal Weapons Covered**
Never second-guess your actions or weapon choice – Self-Defense SHIELD covers all legal weapons of opportunity

**Community Giving Program**
Help support communities in need with free training and resources

**Award-Winning Member Support**
24/7 access to USCCA’s Wisconsin-based, expert Member Services Team

**Free Expo Entry**
Free daily entry to the annual USCCA Concealed Carry Expo

**Spouse Discounts**
Your spouse can join the same community and organization you trust at a fraction of the price

**Permit Notifications**
Never let your license lapse with permit expiration reminders
Choose The Membership That's Right For You
Every level of USCCA Membership empowers you to Carry Confidence™.
Additional benefits, per level, include:

| All Universal Member Benefits (see page 6) | ✓ | ✓ | ✓ | ✓ |
| Online Access to Concealed Carry Magazine Back Issues | 1 year | 1 year | 5 years | Lifetime Archive |
| Lifesaving Guides & eBooks | 5 | 15 | 30 | 70+ |
| Proving Ground Scenario-Based Training Series (Over 30 Videos) | ✓ | ✓ | ✓ | ✓ |
| Interactive "Ask an Attorney" Monthly Webinar | ✓ | ✓ | ✓ | ✓ |
| Situational Awareness Digital Video | ✓ | ✓ | ✓ | ✓ |
| When To Use Deadly Force Digital Video | ✓ | ✓ | ✓ | ✓ |
| 10+ Hours in eLearning Training Systems | ✓ | ✓ | ✓ | ✓ |

### Self-Defense SHIELD Protection for Civil Defense & Damages

- **SILVER MEMBERSHIP**
  - $250,000 Occurrence And Covered Legal Liability Limit
  - $250 Per Day For Loss Of Earnings (Subject To Occurrence Limit)

- **GOLD MEMBERSHIP**
  - $500,000 Occurrence And Covered Legal Liability Limit
  - $350 Per Day For Loss Of Earnings (Subject To Occurrence Limit)

- **PLATINUM MEMBERSHIP**
  - $1,000,000 Occurrence And Covered Legal Liability Limit
  - $500 Per Day For Loss Of Earnings (Subject To Occurrence Limit)

- **ELITE MEMBERSHIP**
  - $2,000,000 Occurrence And Covered Legal Liability Limit
  - $750 Per Day For Loss Of Earnings (Subject To Occurrence Limit)

### Self-Defense SHIELD Protection for Criminal Defense, Bail Bond Funding & Attorney Retainer

- **SILVER MEMBERSHIP**
  - $50,000 Criminal Defense Occurrence Limit
  - $2,000 Incidental Expense Limit (Subject To Criminal Defense Occurrence Limit)
  - $2,500 Cost Of Bail Bond Limit (Subject To Criminal Defense Occurrence Limit)

- **GOLD MEMBERSHIP**
  - $100,000 Criminal Defense Occurrence Limit
  - $3,000 Incidental Expense Limit (Subject To Criminal Defense Occurrence Limit)
  - $5,000 Cost Of Bail Bond Limit (Subject To Criminal Defense Occurrence Limit)

- **PLATINUM MEMBERSHIP**
  - $150,000 Criminal Defense Occurrence Limit
  - $4,000 Incidental Expense Limit (Subject To Criminal Defense Occurrence Limit)
  - $6,000 Cost Of Bail Bond Limit (Subject To Criminal Defense Occurrence Limit)

- **ELITE MEMBERSHIP**
  - $250,000 Criminal Defense Occurrence Limit
  - $6,000 Incidental Expense Limit (Subject To Criminal Defense Occurrence Limit)
  - $50,000 Cost Of Bail Bond Limit (Subject To Criminal Defense Occurrence Limit)

### Additional Benefits

- **Annual Concealed Carry Expo Advanced Show Entry**
  - ✓

- **Annual Concealed Carry Expo VIP Experience**
  - ✓

- **Elite Concierge Line**
  - ✓

All Self-Defense SHIELD protection dollar values presented in the chart above represent the Protection Plan limits and are subject to the terms, provisions, exclusions and restrictions set forth in the Protection Plan Terms and Conditions.
EXHIBIT B
Self-Defense SHIELD Protection Plan Terms And Conditions

Subject to the Membership Agreement and the Summary of Self-Defense SHIELD Protection Plan Benefits, the United States Concealed Carry Association, Inc. d/b/a USCCA (“USCCA”) shall provide protection plan membership benefits in accordance with the terms, conditions, limitations, and exclusions set forth in this Protection Plan. Protection Plan benefits are provided on a claims-made and reported basis. Defense costs are within the Plan Benefit Limits. Please read this Protection Plan in its entirety.

Various provisions in this Protection Plan restrict membership benefits. Read the entire Protection Plan carefully to determine rights, duties and what is and is not provided as a membership benefit hereunder.

Throughout this Protection Plan, the words “you” and “your” refer to the member and any other person or organization qualifying as a member under this Protection Plan. The words “we”, “us” and “our” refer to the USCCA.

The word member means any person or organization qualifying as such under Section II – Who Is A Member.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – PROTECTION PLAN MEMBERSHIP BENEFITS

A. MEMBER LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE

1. Protection Plan Agreement
   a. We will pay on behalf of the member “claim expenses” and “damages” that the member becomes legally obligated to pay as a result of a claim or “suit” for “bodily injury” or “property damage” arising out of:
      (1) An “act of self-defense”; or
      (2) “Covered legal liability” arising out of a non-member’s use of a stolen:
          (1) “Safeguarded firearm”; or
          (2) Firearm from a “secured location”; or
          (3) Firearm from a “secured auto”; or
          (4) Firearm taken from the “personal possession” of the member arising out of a robbery.
      The benefit provided in item 1.a. (2) above applies only if the theft of the firearm is promptly reported to the proper authorities upon discovery.
   b. We will pay “claim expenses” and “damages” pursuant to paragraph 1.a. above only if:
      (1) The “bodily injury” or “property damage” did not occur before that date on which the member’s membership in the USCCA. commenced; and
      (2) The “bodily injury” or “property damage” is caused by an “occurrence” or arises due to an incident involving a “covered legal liability” that takes place in the “applicable territory”; and
      (3) The “bodily injury” or “property damage” did not occur before December 1, 2018 or after the term of this Protection Plan; and
      (4) A claim for “damages” because of the “bodily injury” or “property damage” is first made against any member, in accordance with paragraph d. below, during the term of this Protection Plan.
   c. We will have the right to assign counsel of our choosing to defend a member against any claim or “suit” seeking “damages” because of “bodily injury” or “property damage” arising out of an “act of self-defense” or “covered legal liability”. We may, at our discretion, investigate any “occurrence” or incident involving a “covered legal liability” and settle any claim or “suit” that may result. However, the amount we will pay for “claim expenses” and “damages” is limited as described in SECTION III – PLAN BENEFIT LIMITS; and our obligation under this Protection Plan to pay “claim expenses” or “damages” ends:
      (1) When we have used up the applicable Plan Benefit Limits in the payment of “damages” or “claim expenses” or
      (2) With the member’s “conviction” of any criminal charge(s) caused by or arising out of:
          i The member’s use of a firearm or other weapon related to the “occurrence” or
          ii The “covered legal liability” for which benefits under this Protection Plan are being sought.

We have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under B. DEFENSE PAYMENTS AND EXPENSES or C. INCIDENTAL EXPENSES.
d. A claim by a person or organization seeking “damages” will be deemed to have been made when notice of such claim is received and recorded by us.

All claims for “damages” because of “bodily injury” to the same person, including “damages” claimed by any person or organization for care, loss of services, or death resulting at any time from the “bodily injury”, shall be considered single claim and will be deemed to have been made at the time the first of those claims is made against any member.

All claims for “damages” because of “property damage” causing loss to the same person or organization shall be considered a single claim and will be deemed to have been made at the time the first of those claims is made against any member.

B. DEFENSE PAYMENTS AND EXPENSES

1. We will pay, with respect to any claim or “suit” against a member to which this Protection Plan applies:
   a. All expenses we incur.
   b. Up to the Cost of Bail Bond limit applicable to the membership level of the member as shown in the Summary Of Protection Plan Benefits attached to this Protection Plan for cost of bail bonds required because of incidents to which the benefit for Member Liability for Bodily Injury or Property Damage applies. We do not have to furnish these bonds.
   c. The cost of bonds to release attachments, but only for bond amounts within the applicable Occurrence and Covered Legal Liability Benefit Limit. We do not have to furnish these bonds.
   d. All reasonable expenses incurred by the member at our request to assist in the investigation or defense of the claim or “suit”, including actual loss of earnings up to the per day Loss of Earnings limit applicable to the membership level of the member as shown in the Summary Of Protection Plan Benefits attached to this Protection Plan, because of time off from work.
   e. All court costs taxed against the member in the “suit”. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the member.
   f. Prejudgment interest awarded against the member on that part of the judgment we pay. If we make an offer to pay the applicable Occurrence and Covered Legal Liability Benefit Limit, we will not pay any prejudgment interest based on that period of time after the offer.
   g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Occurrence and Covered Legal Liability Benefit Limit.

These payments reduce the Occurrence and Covered Legal Liability Benefit Limits shown in the Summary Of Protection Plan Benefits applicable to the membership level of the member as shown.

2. We will pay criminal defense costs incurred by a member as follows:
   a. We will pay, up to the Criminal Defense Occurrence Limit stated in the Summary Of Protection Plan Benefits, the reasonable and necessary costs and expenses incurred by the member in connection with the investigation or defense of any criminal charge or criminal proceeding arising out of the use of a firearm, or other weapon, that is “legally possessed” but only if and when:
      (1) The member is arrested or charged with, or subject to inquiry or questioning regarding, a crime as a result of the use of a firearm, or other weapon, that is “legally possessed” and used in a “act of self-defense”, and
      (2) The use of the firearm, or other weapon, in an “act of self-defense” occurred during the term of this Protection Plan, and
      (3) The arrest, charges, inquiry or questioning occurred no later than 60 days after the end of the term of this Protection Plan.
   b. Such reasonable and necessary costs and expenses shall include legal fees incurred by the member for the payment of legal counsel provided that such counsel's rates are reasonable and commensurate with the experience of the attorney, the complexity of the proceeding, and the rates typically paid in the jurisdiction where the proceeding is pending.
   c. Payment of costs and expenses will reduce the Criminal Defense Occurrence Limit shown in the Summary Of Protection Plan Benefits.
   d. We have no obligation to provide a defense in connection with the investigation or defense of any criminal charge or criminal proceeding against the member.

C. INCIDENTAL EXPENSES
1. We will pay, up to the Incidental Expense Limit applicable to the membership level of the member as shown in the Summary Of Protection Plan Benefits, all reasonable expenses incurred by a member for:
   a. Lost wages incidental to being arrested or charged with, or subject to inquiry or questioning regarding, a crime as a result of an “occurrence” during the term of this Protection Plan, provided that such arrest, charges, inquiry or questioning occurred no later than 60 days after your membership in the USCCA ends;
   b. Biohazard remediation and clean-up of the member’s “residence premises” as a result of an “occurrence” during the term of this Protection Plan on or in the member’s “residence premises”;
   c. Replacement of a firearm, up to its manufacturer’s suggested retail price, that has been confiscated as a result of an “occurrence”, provided that:
      i. no criminal charge or indictment will be brought against, or there has been a dismissal or acquittal of all criminal charges or proceedings against, the member as a result of the “occurrence”; and
      ii. it becomes reasonably certain that the firearm will not be returned to the member.
   d. Miscellaneous costs incurred by a member as a direct result of being arrested or charged with, or subject to inquiry or questioning regarding, a crime as a result of an “occurrence” during the term of this Protection Plan, provided that such arrest, charges, inquiry or questioning occurred no later than 60 days after your membership in the USCCA ends.

   These payments reduce the Criminal Defense Occurrence Limit shown in the Summary Of Protection Plan Benefits applicable to the membership level of the member as shown.

D. EXCLUSIONS

This Protection Plan does not apply to and the benefits described in SECTION I – PROTECTION PLAN BENEFITS shall not be available for:

1. Criminal Acts
   “Bodily injury” or “property damage” arising out of a criminal act by any member or caused by or during any criminal act of any member. This exclusion does not apply to “bodily injury” or “property damage” resulting from an “act of self-defense”.

2. Contractual Liability
   “Bodily injury” or “property damage” for which any member is obligated to pay “damages” due to the assumption of liability in a contract or agreement.

3. Employer’s Liability
   a. “Bodily injury” to an “employee” of any member arising out of and in the course of:
      (1) Employment by any member; or
      (2) Performing duties related to the conduct of the member’s business.
   b. “Property damage” to any property of an “employee” of the member arising out of and in the course of:
      (1) Employment by the member; or
      (2) Performing duties related to the conduct of the member’s business.

4. Non-Members
   The use of a firearm or other weapon by anyone other than a member except as specifically stated in paragraph A.1.a.(2) of SECTION I – PROTECTION PLAN BENEFITS.

5. Professional Services
   a. “Bodily injury” or “property damage” due to the rendering of or failure to render any professional service; or
   b. The negligent:
      (1) Employment;
      (2) Investigation;
      (3) Supervision; or
      (4) Retention;
   of any professional for whom any member is or ever was legally responsible.

   This exclusion applies even if the claims against any member allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the member, if the “occurrence” or the incident arising from a “covered legal liability” which caused the “bodily injury” or “property damage” involved any professional service.
6. War
   "Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:
   (1) War, including undeclared or civil war;
   (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
   (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

7. Occupational Use
   "Bodily injury" or "property damage" arising out of any member’s conduct in providing law enforcement, security, safety, recovery or repossession services for compensation or a fee.

8. Damage To Property
   "Property damage" to:
   a. Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property, except as set forth in paragraph C. INCIDENTAL EXPENSES of SECTION I – PROTECTION PLAN BENEFITS;
   b. Property loaned to you;
   c. Personal property in the care, custody or control of a member, except as set forth in paragraph C. INCIDENTAL EXPENSES of SECTION I – PROTECTION PLAN BENEFITS;

9. Electronic Data
   "Damages" arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

10. Mysterious disappearance
    "Damages" arising out of the unexplained or mysterious disappearance of a firearm or other weapon.

SECTION II – WHO IS A MEMBER

A. Members are those individuals shown on the membership roster of the USCCA as an active member at the time of the "occurrence" and whose membership commenced or renewed on or after December 1, 2018;

B. Persons who are not members as specified in paragraph A. of SECTION II, above, but who are residents of the "residence premises" of the individuals specified in paragraph A. of SECTION II above on the date of the "occurrence", and who are:
   1. Relatives of the individual specified in Paragraph A. of SECTION II above, or
   2. Persons under the age of 21 and in the care of the individuals specified in paragraph A. of SECTION II above, are also members, but only with respect to "acts of self-defense" on or in the "residence premises" involving the use of a firearm, or other weapon, that is "legally possessed".

SECTION III – PLAN BENEFIT LIMITS

A. The Plan Benefit Limits shown in the Summary Of Protection Plan Benefits as applicable to the membership level of the member and the rules below fix the most we will pay regardless of the number of:
   1. Members;
   2. Claims made or "suits" brought; or
   3. Persons or organizations making claims or bringing "suits".

B. The Plan Benefit Limits applicable to an "occurrence" or "covered legal liability" are deemed to be those limits associated with the level of membership to which the member is subscribed as of the date of the "occurrence" or incident. The Occurrence and Covered Legal Liability Limit is the most we will pay for "claim expenses" "damages" and reasonable and
necessary costs and expenses resulting from a “suit” for an “occurrence” or an incident arising from a “covered legal liability” for a member.

C. The Cost of Bail Bond Limit is the most we will pay for the cost of bail bonds associated with any criminal charge or proceeding against the member. Any payments made under the Cost of Bail Bond Limit shall be subject to and shall reduce the Criminal Defense Occurrence limit shown in the Summary Of Protection Plan Benefits.

D. The Criminal Defense Occurrence Limit is the most we will pay for the reasonable and necessary legal fees, costs, and expenses incurred by the member for the investigation and defense of a criminal charge or criminal proceeding arising from an “occurrence”. The Plan Benefit Limits applicable to an “occurrence” are deemed to be those limits associated with the level of membership to which the member is subscribed to as of the date of the “occurrence”.

E. The Incidental Expense Limit is the most we will pay for those costs and expenses identified Paragraph C.1. of SECTION I – PROTECTION PLAN BENEFITS. Any payments made under Paragraph C.1. of SECTION I – PROTECTION PLAN BENEFITS shall be subject to and shall reduce the Criminal Defense Occurrence Limit shown in the Summary Of Protection Plan Benefits.

F. The Plan Benefit Limits apply separately to each consecutive annual term and to any remaining term of less than 12 months, starting with the beginning of term of this Protection Plan shown in the Summary Of Protection Plan Benefits, unless the term of this Protection Plan is extended after inception for an additional term of less than 12 months. In that case, the additional term will be deemed part of the last preceding term for purposes of determining the Plan Benefit Limits.

SECTION IV – SELF-DEFENSE SHIELD PROTECTION PLAN CONDITIONS

A. Bankruptcy
Bankruptcy or insolvency of a member or of the member’s estate will not relieve us of our obligations under this Protection Plan.

B. Duties In The Event Of Occurrence, Incident, Claim Or Suit
1. As a condition precedent to your rights under this Protection Plan, you must see to it that we are notified as soon as practicable, but in no event later than 60 days after your membership in the USCCA ends, of an “occurrence”, or incident arising from a “covered legal liability”, which may result in a claim or “suit”. To the extent possible, notice should include:
   a. How, when and where the “occurrence” or incident took place;
   b. The names and addresses of any injured persons and witnesses; and
   c. The nature and location of any injury or damage arising out of the “occurrence” or incident.

2. If a claim is received by any member, you must:
   a. Immediately record the specifics of the claim and the date received; and
   b. See to it that we receive written notice of the claim as soon as practicable and, in no event, later than 60 days after your membership in the USCCA ends.

3. You and any other involved member must:
   a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or a “suit”;
   b. Authorize us to obtain records and other information;
   c. Cooperate with us in the investigation or settlement of the claim or defense against the “suit”; and
   d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the member because of injury or damage to which this Protection Plan may also apply.

4. No member will, except at that member’s own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

C. Duties In The Event That The Member Is Charged With A Crime Or Arrested As A Result Of An Occurrence Or Subject to Inquiry Or Questioning
1. If you seek payment of criminal defense costs or expenses, or if you are subject to inquiry or questioning by law enforcement, you must see to it that we are notified immediately of an “occurrence” which results in the arrest of the member or criminal charges filed against the member or an incident resulting in inquiry or questioning by law enforcement.
   To the extent possible, notice should include:
   a. How, when and where the “occurrence” took place; and
b. When, where and why the member was subject to or asked to submit to questioning or inquiry by law enforcement personnel; and
c. When and where the member was arrested or charged with a crime; and
d. A copy of the indictment or other documentary proof of criminal charges made against the member or for which the member is arrested; and
e. The name, address, and contact information of legal counsel retained or to be retained by the member and to whom the defense retainer is to be paid.

2. You or your representative must:
   a. Authorize us to obtain records and other information necessary to confirm coverage;
   b. Cooperate with us in the investigation and perform any reasonable actions requested by us that we deem necessary to assist in resolution of any request for payment of a retainer or in reimbursement of criminal defense costs and expenses.

D. Legal Action Against Us

No person or organization has a right under this Protection Plan:

1. To join us as a party or otherwise bring us into a "suit" asking for "damages" from a member; or
2. To sue us on this Protection Plan unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against a member; but we will not be liable for "damages" that are not payable under the terms of this Protection Plan or that are in excess of the applicable plan benefit limit. An agreed settlement means a settlement and release of liability signed by us, the member and the claimant or the claimant's legal representative.

E. Separation Of Members

Except with respect to the Plan Benefit Limits, and any rights or duties specifically assigned in this Protection Plan to us, this Protection Plan applies:

1. As if each member were the only member; and
2. Separately to each member against whom a claim is made or "suit" is brought.

This condition will not increase the Plan Benefit Limits for any one claim or "suit".

F. Appeals

In the event a member elects not to appeal a judgment for "damages", we may elect to make such appeal at our cost and expense, and we shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall our liability for "damages" and expenses exceed the Plan Benefit Limits applicable to the membership level of the member as shown in the Summary Of Protection Plan Benefits attached to this Protection Plan.

G. Transfer Of Rights Of Recovery Against Others To Us

If any member has rights to recover all or part of any payment we have made under this Protection Plan, those rights are transferred to us. The member must do nothing after loss to impair them. At our request, the member will bring "suit" or transfer those rights to us and help us enforce them.

H. Changes

This Protection Plan contains all the agreements between you and us concerning the Self-Defense Shield Protection Plan Benefits afforded. We are authorized to make changes in the terms of this Protection Plan without your consent.

SECTION V – DEFINITIONS

A. "Act of self-defense" means the act of defending one's person or others by the actual or threatened use of a firearm, or other weapon, that is "legally possessed", against an imminent threat of death or serious bodily harm by an aggressor, but only if any force used is both reasonable under the circumstances and proportionate to the threat, and the act is permitted by applicable law.

B. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

C. "Claim Expenses" means:
   1. Fees charged by defense counsel in the investigation and defense of a claim or "suit" for "damages" because of "bodily injury" or "property damage";
2. All other reasonable fees, costs and expenses (except loss of earnings) incurred by us, or by the "member" with our prior written consent, in the investigation, defense or appeal of a claim or "suit" for "damages" because of "bodily injury" or "property damage"; and
3. The cost of any appeal bond provided that we shall have no obligation to apply for or furnish such bond.

D. "Conviction" means the entry by a trial court of an adjudication, judgment, order or ruling finding a party guilty of a crime whether following a plea of nolo contendere, a plea of guilty, a criminal trial, a judicial determination, or any other similar mechanism or procedure.

However, this does not include the member's "conviction" for a conceal carry or similar law.

E. "Applicable territory" means the United States of America (including its territories and possessions).

F. "Covered legal liability" means the legal liability arising out of a non-member's use of a stolen firearm as described in paragraph A.1.a.(2) of SECTION I – PROTECTION PLAN BENEFITS.

G. "Damages" means the amount a member becomes legally obligated to pay as a result of a judgment, adjudication or settlement of any claim or "suit" alleging "bodily injury" and/or "property damage" caused by or arising out of an member's use of a "legally possessed" firearm or other weapon; or arising from a "covered legal liability", including pre-judgment and post-judgment interest, except that "damages" shall not include fines, judicial sanctions, penalties, punitive and/or exemplary damages or multiples of compensatory damages.

H. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

I. "Leased worker" means a person leased to you by a labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not included a "temporary worker".

J. "Legally possessed" means the member, by operation of the applicable:
   1. Local;
   2. State;
   3. Federal; or
   4. Other jurisdictional law, is authorized to own or use the firearm or other weapon. "Legally possessed" includes the use of a firearm regardless of any violation of a conceal carry or similar law.

K. "Occurrence" means the use of a "legally possessed" firearm or other "legally possessed" weapon in an "act of self-defense" by the member.

L. "Personal possession" means upon the person.

M. Property damage" means:
   1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
   2. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

   For the purposes of this Protection Plan, electronic data is not tangible property.

   As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from, computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

N. "Residence premises" means the permanent residence of an individual qualifying as a member under Paragraph A. of SECTION II – WHO IS A MEMBER. Only for those individuals identified in paragraph B.1. of SECTION II – WHO IS A MEMBER, "residence premises" shall also mean any dwelling at which an individual qualifying as a member under paragraph A. of SECTION II – WHO IS A MEMBER temporarily resides at the time of the "occurrence".

O. "Secured auto" means an auto in which the firearm is not visible from outside of the auto and the auto has been locked or otherwise secured to prevent access to parties other than the member.
P. “Secured location” means your home, temporary residence or office that has been locked or otherwise secured to prevent access to parties other than the member.

Q. “Safeguarded firearm” means a firearm that has its operation disabled by: a trigger lock, and/or breach lock, and/or fire mechanism detachment.

R. “Suit” means a civil proceeding in which “damages” because of “bodily injury”, “property damage” or to which this benefit applies are alleged. “Suit” includes:
   1. An arbitration proceeding in which such “damages” are claimed and to which the member must submit or does submit with our consent; or
   2. Any other alternative dispute resolution proceeding in which such “damages” are claimed and to which the member submits with our consent.

S. “Temporary worker” means a person who is furnished to you to substitute for a permanent “employee” on leave or to meet seasonal or short-term workload.
AMENDMENT TO SELF-DEFENSE SHIELD PROTECTION PLAN TERMS AND CONDITIONS
(Exhibit B to USCCA MEMBERSHIP AGREEMENT) – RECOVERY OR RECOUPMENT
(WASHINGTON RESIDENTS ONLY)

It is understood and agreed that, effective October 16, 2019, SECTION IV – SELF-DEFENSE PROTECTION PLAN CONDITIONS of Exhibit B – Self-Defense SHIELD Protection Plan Terms and Conditions – to the USCCA Membership Agreement is hereby amended to include the following:

I. Recovery or Recoupment

   If we make any payments to, for, or on behalf of a member and it is determined that such payments were made for matters not covered by this Protection Plan or are otherwise prohibited by applicable law, we shall as permitted by applicable law have the right to seek recovery or recoupment of such payments.

All other terms and conditions of the Membership Agreement and Self-Defense SHIELD Protection Plan Terms and Conditions remain unchanged.
AMENDMENT TO SELF-DEFENSE SHIELD PROTECTION PLAN TERMS AND CONDITIONS  
(Exhibit B to USCCA MEMBERSHIP AGREEMENT) – RECOVERY OR RECOUPEMENT

It is understood and agreed that, effective February 12, 2020, SECTION IV – SELF-DEFENSE PROTECTION PLAN CONDITIONS of Exhibit B – Self-Defense SHIELD Protection Plan Terms and Conditions – to the USCCA Membership Agreement is hereby amended to include the following:

I. Recovery or Recoupment

If we make any payments to, for, or on behalf of a member and it is determined that such payments were made for matters not covered by this Protection Plan or are otherwise prohibited by applicable law, we shall as permitted by applicable law have the right to seek recovery or recoupment of such payments.

All other terms and conditions of the Membership Agreement and Self-Defense SHIELD Protection Plan Terms and Conditions remain unchanged.
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